

Final Plat Eagle Point II

A PART OF THE NW/4 OF NW/4 OF SECTION 32, T-18-N, R-15-E
AN ADDITION TO WAGONER COUNTY, OKLAHOMA

SECTION III. OPERATIONS OF THE ASSOCIATION, ASSESSMENTS

A. MEMBERSHIP IN THE ASSOCIATION. THE OWNER OF A LOT SHALL AUTOMATICALLY BE THE HOLDER OF A MEMBERSHIP IN THE ASSOCIATION APPURTENANT TO THAT LOT, AND THE ASSOCIATION MEMBERSHIP FOR THAT LOT SHALL AUTOMATICALLY PASS WITH FEE SIMPLE TITLE TO THAT LOT. IN THE EVENT ANY OWNER SHALL HAVE ENTERED INTO A CONTRACT TO SELL HIS OR HER INTEREST IN A LOT AND IF THE CONTRACT VENDOR IS IN POSSESSION OF THE LOT, HE OR SHE SHALL BE CONSIDERED TO BE THE MEMBER RATHER THAN THE OWNER. THERE SHALL BE ONE (1) VOTE FOR EACH LOT. WHEN MORE THAN ONE PERSON HOLDS AN INTEREST IN ANY LOT, ALL OF SUCH PERSONS SHALL BE MEMBERS, BUT, EXCEPT AS PROVIDED BELOW, IN NO EVENT SHALL MORE THAN ONE (1) VOTE BE CAST WITH RESPECT TO ANY LOT. THE VOTE FOR SUCH LOT SHALL BE EXERCISED AS THE OWNERS THEREOF MAY DETERMINE AMONG THEMSELVES, PROVIDED THAT IF THEY ARE UNABLE TO SO DETERMINE, NONE OF SUCH MEMBERS SHALL BE ENTITLED TO VOTE, NOTWITHSTANDING THE FOREGOING, DECLARANT SHALL BE ENTITLED TO THREE (3) VOTES FOR EACH SINGLE LOT OF WHICH IT IS THE OWNER.

B. BOARD OF DIRECTORS. THE AFFAIRS OF THE ASSOCIATION SHALL BE MANAGED BY THE BOARD, WHICH MAY, HOWEVER, BY RESOLUTION, DELEGATE ANY PORTION OF ITS AUTHORITY TO AN EXECUTIVE COMMITTEE OR AN OFFICER, EXECUTIVE MANAGER OR DIRECTOR OF THE ASSOCIATION. THE MEMBERS OF THE BOARD SHALL BE ELECTED BY THE MEMBERS; PROVIDED, HOWEVER, DECLARANT SHALL HAVE THE RIGHT TO APPOINT THE MEMBERS OF THE BOARD UNTIL IT EITHER (A) NO LONGER OWNS A LOT, OR (B) RELINQUISHES ITS RIGHT TO APPOINT BOARD MEMBERS, WHICHEVER FIRST OCCURS.

C. CERTIFICATE OF INCORPORATION AND BYLAWS. THE PURPOSES AND POWERS OF THE ASSOCIATION AND THE RIGHTS AND OBLIGATIONS WITH RESPECT TO MEMBERS SHALL BE AMPLIFIED BY PROVISIONS OF THE ARTICLES OF INCORPORATION AND BYLAWS OF THE ASSOCIATION. SUCH ARTICLES AND BYLAWS INCLUDE PROVISIONS WITH RESPECT TO CORPORATE MATTERS, INCLUDING PROVISIONS SUCH AS NOTICES, RECORD DATES AND QUORUMS FOR MEETINGS OF DIRECTORS AND MEMBERS. BUT NO SUCH PROVISIONS MAY BE INCONSISTENT WITH ANY PROVISIONS OF THIS DECLARATION.

D. ASSESSMENTS. ALL OF THE LOTS SHALL BE SUBJECT TO AN ANNUAL ASSESSMENT CHARGE AS SET FORTH IN SECTION III. E. (A) HEREOF, WHICH IS DUE AND PAYABLE BY THE RESPECTIVE OWNERS THEREOF TO THE ASSOCIATION ANNUALLY IN ADVANCE ON THE FIRST DAY OF JANUARY IN EACH YEAR. THE BOARD MAY PERMIT AN ANNUAL ASSESSMENT CHARGE TO BE PAID EITHER ANNUALLY, SEMI-ANNUALLY OR MONTHLY AND SHALL HAVE THE FURTHER RIGHT TO REQUIRE PAYMENT OF THE SAME IN ADVANCE. ANNUAL ASSESSMENTS SHALL COMMENCE UPON SALE OF A LOT TO THE HOMEOWNER, OR FOUR MONTHS AFTER THE HOME BUILT ON THE LOT HAS BEEN FOR SALE BY THE BUILDER.

E. ANNUAL ASSESSMENTS (A) THE ANNUAL ASSESSMENT (IN ADDITION TO SUMS ASSESSED PURSUANT TO OTHER SECTIONS HEREOF) FOR THE CALENDAR YEAR BEGINNING 2005, SHALL BE ONE HUNDRED THIRTY DOLLARS (\$130) PER LOT. THE BOARD MAY INCREASE THE ANNUAL ASSESSMENT FOR ANY SUBSEQUENT CALENDAR YEAR BUT SUCH INCREASE SHALL NOT BE IN EXCESS OF TEN PERCENT (10%) COMPOUNDED ABOVE THE MAXIMUM PERMITTED ANNUAL ASSESSMENT FOR THE PREVIOUS YEAR, EXCEPT AS PROVIDED IN SECTION III. E. (B) BELOW. (B) THE ANNUAL ASSESSMENT FOR ANY YEAR COMMENCING AFTER 2005 MAY BE INCREASED TO AN AMOUNT GREATER THAN THAT PERMITTED BY SUBSECTION (A) OF THIS SECTION III, E. ONLY BY AN AFFIRMATIVE VOTE OF THE MAJORITY OF THE MEMBERS WHO ARE VOTING IN PERSON OR BY PROXY AT A MEETING DULY CALLED FOR SUCH PURPOSE. (C) SUB-ASSOCIATIONS MAY REQUIRE ADDITIONAL ASSESSMENT FEES TO CARE FOR GATED AND PRIVATE STREETS ALONG WITH ASSOCIATED LANDSCAPING.

F. USE OF ASSESSMENT FUNDS. ASSESSMENT FUNDS SHALL BE USED FOR PURPOSES AS THE ASSOCIATION SHALL DETERMINE NECESSARY AND ADVISABLE, WHICH MAY INCLUDE BUT SHALL NOT BE LIMITED TO THE FOLLOWING: FOR IMPROVING AND MAINTAINING THE COMMON AREAS AND OTHER PROPERTY OF THE ASSOCIATION, INCLUDING GUARDHOUSES, IF ANY, FOR PLANTING TREES AND SHRUBBERY AND THE CARE THEREOF; FOR PAYMENT OF EXPENSES INCIDENTAL TO THE PROPER OPERATION AND MAINTENANCE OF FACILITIES LOCATED WITHIN THE COMMON AREAS; FOR OPERATION AND MAINTENANCE OF DETENTION PONDS (INCLUDING DREDGING OF SILT, AS REQUIRED); AND CARE OF SURROUNDING LANDSCAPED AREAS, FOR MAINTENANCE OF IRRIGATION SYSTEMS; FOR EMPLOYING NIGHT STREET REPAIRS AND STREET LIGHTS; FOR CONSTRUCTING, PURCHASING, MAINTAINING OR OPERATING ANY COMMUNITY SERVICE, FOR PURCHASE OF INSURANCE, FOR LEAD COSTS AND EXPENSES, FOR SUPPLIES AND FERTILIZERS, FOR SNOW REMOVAL, OR FOR DOING ANY OTHER THING NECESSARY AND ADVISABLE, THAT IN THE OPINION OF THE ASSOCIATION, IS FOR THE GENERAL WELFARE OF THE OWNERS; FOR EXPENSES INCIDENTAL TO THE ENFORCEMENT OF THESE RESTRICTIONS FOR THE PAYMENT OF OPERATING EXPENSES OF THE ASSOCIATION; OR FOR ANY OTHER PURPOSE WITHIN THE PURPOSES FOR WHICH THE ASSOCIATION IS INCORPORATED.

G. SPECIAL ASSESSMENTS FOR CAPITAL IMPROVEMENTS. IN ADDITION TO THE ANNUAL ASSESSMENTS AUTHORIZED ABOVE, THE ASSOCIATION MAY LEVY, IN ANY ASSESSMENT YEAR, A SPECIAL ASSESSMENT APPLICABLE TO THAT YEAR ONLY FOR THE PURPOSE OF DEFRAYING, IN WHOLE OR IN PART, THE COST OF ANY CONSTRUCTION, RECONSTRUCTION, REPAIR OR REPLACEMENT OF A CAPITAL IMPROVEMENT UPON THE COMMON AREAS, INCLUDING FIXTURES AND PERSONAL PROPERTY RELATED THERETO, PROVIDED THAT ANY SUCH ASSESSMENT SHALL HAVE THE CONSENT OF A MAJORITY OF THE MEMBERS WHO ARE VOTING IN PERSON OR BY PROXY AT A MEETING DULY CALLED FOR SUCH PURPOSE.

H. LIEN FOR ASSESSMENTS, FINES AND COMPLIANCE EXPENDITURES. THE ASSOCIATION SHALL HAVE A LIEN AGAINST EACH LOT TO SECURE PAYMENT OF ANY ASSESSMENT, FINE, COMPLIANCE EXPENDITURE OR OTHER AMOUNT DUE AND OWING THE ASSOCIATION BY THE OWNER OF THAT LOT, PLUS INTEREST FROM THE DATE SUCH AMOUNT WAS DUE AND PAYABLE AT A RATE EQUAL TO FOUR PERCENT (4%) PER ANNUM OVER THE PRIME INTEREST RATE ADJUSTED ON EACH DAY ON WHICH THERE OCCURS A CHANGE IN SAID PRIME INTEREST RATE (PROVIDED THAT THE INTEREST RATE SHALL NEVER EXCEED THE MAXIMUM ALLOWED BY LAW). IN ADDITION TO ALL COSTS AND EXPENSES OF COLLECTING THE UNPAID AMOUNT, INCLUDING BUT NOT LIMITED TO REASONABLE ATTORNEY FEES, THE LIEN MAY BE ENFORCED BY THE OWNER OF ANY FIRST MORTGAGE ON ANY LOT TAKEN IN GOOD FAITH AND FOR VALUE AND PERFECTED BY RECORDING IN THE OFFICE OF THE REGISTER OF DEEDS OF WAGONER COUNTY, OKLAHOMA, PRIOR TO THE TIME AND RECORDING IN SAID OFFICE OF A NOTICE OF LIEN, BUT SHALL BE PRIOR TO ANY AND ALL OTHER LIENS, THE NOTICE OF LIEN SHALL SET FORTH THE AMOUNT OF ANY ASSESSMENT, FINE, COMPLIANCE EXPENDITURE OR OTHER AMOUNT DUE AND OWING TO THE ASSOCIATION, SPECIFYING THE DATE SUCH AMOUNT WAS DUE AND PAYABLE AND FROM WHICH INTEREST ACCRUES, SPECIFYING ALL COSTS AND EXPENSES, INCLUDING REASONABLE UNPAID AMOUNT TO WHICH INTEREST ACCRUES, AND THE DATE OF RECORDING SUCH NOTICE OF LIEN, DESCRIBING THE LOT AFFECTED BY THE LIEN AND SPECIFYING THE NAME OR NAMES LAST KNOWN TO THE ASSOCIATION OF THE OWNER OR OWNERS OF THE LOT. EACH OWNER ACKNOWLEDGES AND AGREES, BY ACCEPTANCE OF SUCH OWNER'S DEED OR OTHER INTEREST IN ANY LOT SUBJECT TO THIS DECLARATION, THAT THE LIEN OF THE ASSOCIATION FOR ASSESSMENTS DUE HEREON AND FOR ALL OTHER SUMS WHICH MAY BECOME DUE THE ASSOCIATION HEREAFTER FROM AN OWNER, SHALL BE SUPERIOR TO ANY HOMESTEAD EXEMPTION AS IS NOW OR IN THE FUTURE PROVIDED BY OKLAHOMA OR FEDERAL LAW, THE ACCEPTANCE OF A DEED OR OTHER INTEREST TO A LOT SUBJECT TO THIS DECLARATION SHALL CONSTITUTE AN EXPRESS WAIVER OF THE HOMESTEAD EXEMPTION AS AGAINST ALL SUMS, WHICH MAY BECOME DUE THE ASSOCIATION FROM THE OWNER OF SUCH LOT.

I. SUCCESSORS' LIABILITY FOR ASSESSMENTS. THE ASSOCIATION'S LIEN FOR DELINQUENT ASSESSMENTS, DAMAGES, COSTS, EXPENSES, COMPLIANCE EXPENDITURES, ATTORNEY FEES AND ALL OTHER CHARGES ALLOWED HEREAFTER AGAINST A LOT SHALL PASS TO AN OWNER'S SUCCESSORS IN TITLE, REGARDLESS OF WHETHER SAID OBLIGATION WAS EXPRESSLY ASSUMED BY THEM, EXCEPT WITH RESPECT TO THE SALE OR TRANSFER OF ANY LOT WHICH IS SUBJECT TO ANY MORTGAGE PURSUANT TO A DEED OF FORECLOSURE UNDER SUCH MORTGAGE OR ANY PROCEEDING IN LIEU OF FORECLOSURE THEREOF.

J. NO OFFSETS. ALL ASSESSMENTS SHALL BE PAYABLE IN THE AMOUNTS SPECIFIED IN THE LEVY THEREOF, AND NO OFFSETS OR REDUCTIONS THEREOF SHALL BE PERMITTED FOR ANY REASON, INCLUDING WITHOUT LIMITATION ANY CLAIM OF NON-USE OF THE COMMON AREAS OR ANY CLAIM THAT DECLARANT, THE ASSOCIATION, THE BOARD OF THE ARCHITECTURAL CONTROL COMMITTEE IS NOT OR HAS NOT PROPERLY EXERCISED ITS DUTIES AND POWERS UNDER THIS DECLARATION.

SECTION IV. PRIVATE DEVELOPMENT RESTRICTIONS ON USE OF THE PROPERTY

A. LIMITATION ON IMPROVEMENTS. NO LOT SHALL BE IMPROVED EXCEPT WITH A RESIDENTIAL STRUCTURE DESIGNED TO ACCOMMODATE NO MORE THAN A SINGLE FAMILY, ITS SERVANTS AND OCCASIONAL GUESTS, PLUS OTHER IMPROVEMENTS AND STRUCTURES AS ARE NECESSARY OR CUSTOMARILY INCIDENT TO A SINGLE-FAMILY RESIDENCE, ALL AS APPROVED BY THE ARCHITECTURAL CONTROL COMMITTEE. NO PERMANENT OUTDOOR RECREATIONAL IMPROVEMENTS, FACILITIES OR EQUIPMENT SHALL BE PERMITTED, EXCEPT WITH THE SPECIFIC WRITTEN CONSENT OF THE ARCHITECTURAL CONTROL COMMITTEE, WHICH CONSENT SHALL NOT BE GRANTED UNLESS THE ARCHITECTURAL CONTROL COMMITTEE DETERMINES THAT SUCH IMPROVEMENTS, FACILITIES OR EQUIPMENT SHALL NOT BE UNDULY APPARENT FROM OTHER LOTS OR CONSTITUTE AN INFRINGEMENT OF THE USE AND OCCUPANCY OF OTHER LOTS.

B. RIGHTS OF WAGONER COUNTY. COMMON AREAS AND LANDSCAPE EASEMENT AREAS, AS SHOWN ON THE PLAT, HAVE BEEN DESIGNATED AS THE COMMON AREAS AND ARE TO BE CONVEYED TO THE ASSOCIATION AT A LATER DATE, FOLLOWING SUCH CONVEYANCE, THE ASSOCIATION SHALL BE RESPONSIBLE FOR THE MAINTENANCE AND UPKEEP OF THE COMMON AREAS. IN THE EVENT THAT DECLARANT OR THE ASSOCIATION, THEIR SUCCESSORS OR ASSIGNS, SHALL FAIL AT ANY TIME TO MAINTAIN THE COMMON AREAS, THE WAGONER COUNTY MAY PROCEED WITH PUBLIC NUISANCE ABATEMENT PROCEDURES IN ACCORDANCE WITH THE APPROPRIATE OKLAHOMA STATUTES.

C. RESTRICTIONS NOT EXCLUSIVE. THE RESTRICTIONS CONTAINED IN THIS DECLARATION SHALL NOT BE TAKEN AS PERMITTING ANY ACTION OR THING PROHIBITED BY APPLICABLE ZONING LAWS OR THE LAWS, RULES OR REGULATIONS OF ANY GOVERNMENTAL AUTHORITY OR BY SPECIFIC RESTRICTIONS IMPOSED BY ANY DEED OR LEASE. IN THE EVENT OF ANY CONFLICT, THE MOST RESTRICTIVE PROVISIONS OF SUCH LAWS, RULES, REGULATIONS, DEEDS, LEASES OR THIS DECLARATION SHALL BE TAKEN TO GOVERN AND CONTROL.

D. TREES. WITH THE EXCEPTION OF TREES WITHIN THE PERIMETER OF PROPOSED IMPROVEMENTS ON ANY LOT OR COMMON AREAS (WHICH IMPROVEMENTS ARE APPROVED BY THE ARCHITECTURAL CONTROL COMMITTEE PURSUANT TO THIS DECLARATION) OR WITHIN TEN FEET (10') OF SUCH IMPROVEMENTS NO TREE HAVING A DIAMETER OF THREE INCHES (3") OR MORE (MEASURED AT A POINT TWO FEET (2') ABOVE GROUND LEVEL) SHALL BE REMOVED FROM ANY LOT WITHOUT THE EXPRESS WRITTEN PERMISSION OF THE ARCHITECTURAL CONTROL COMMITTEE. THE ARCHITECTURAL CONTROL COMMITTEE, IN ITS DISCRETION, MAY ADOPT AND PROMULGATE RULES AND REGULATIONS REGARDING THE PRESERVATION OF TREES AND OTHER NATURAL RESOURCES AND WILDLIFE UPON THE PROPERTY, EXCEPT AS TO THE TREES WITHIN THE PERIMETER OF PROPOSED IMPROVEMENTS OR WITHIN TEN FEET (10') THEREOF AS MENTIONED ABOVE. THE ARCHITECTURAL CONTROL COMMITTEE MAY DESIGNATE CERTAIN TREES, REGARDLESS OF SIZE, AS NOT REMOVABLE WITHOUT WRITTEN AUTHORIZATION. IN CARRYING OUT THE PROVISIONS OF THIS SECTION, THE ARCHITECTURAL CONTROL COMMITTEE AND ITS AGENTS MAY COME UPON ANY LOT DURING REASONABLE HOURS FOR THE PURPOSE OF INSPECTION OR MARKING TREES OR IN RELATION TO THE ENFORCEMENT AND ADMINISTRATION OF ANY RULES AND REGULATIONS ADOPTED AND PROMULGATED PURSUANT TO THE PROVISIONS HEREOF. NEITHER THE ARCHITECTURAL CONTROL COMMITTEE NOR ITS AGENTS SHALL BE DEEMED TO HAVE COMMITTED A TRESPASS OR WRONGFUL ACT BY REASON OF ANY SUCH ENTRY OR INSPECTION.

E. ANIMALS. NO BIRDS, REPTILES, ANIMALS OR INSECTS SHALL BE KEPT OR MAINTAINED IN ANY LOT EXCEPT FOR DOMESTIC PURPOSES. UNDER NO CIRCUMSTANCES SHALL ANY COMMERCIAL OR AGRICULTURAL BUSINESS ENTERPRISE INVOLVING THE USE OF ANIMALS BE CONDUCTED ON THE PROPERTY WITHOUT THE EXPRESS WRITTEN CONSENT OF THE ASSOCIATION. THE ASSOCIATION MAY, FROM TIME TO TIME, PUBLISH AND IMPOSE REASONABLE REGULATIONS SETTING FORTH THE TYPE AND NUMBER OF ANIMALS THAT MAY BE KEPT ON ANY LOT, DOGS AND OTHER ANIMALS SHALL BE KEPT CONFINED AT ALL TIMES TO THE RESIDENCE SITE AND MUST BE KEPT ON A LEASH WHEN OUTSIDE THE RESIDENCE SITE AND ON THE COMMON AREAS. DOGS AND OTHER ANIMALS SHALL NOT BE ALLOWED TO TRESPASS ON NEARBY NEW DEVELOPMENT PROPERTY WHETHER ON LEASE OR NOT, NO DOG RUNS OR SIMILAR FACILITIES WILL BE ALLOWED.

F. SIGNS. DECLARANT MAY ERECT SUCH SIGNS AS IT DEEMS APPROPRIATE WITHOUT ANY APPROVAL, BUT OTHERWISE, NO SIGN OR OTHER ADVERTISING DEVICE OF ANY NATURE SHALL BE PLACED UPON ANY LOT OR COMMON AREA, EXCEPT REAL ESTATE "FOR SALE" SIGNS APPROVED BY THE ARCHITECTURAL CONTROL COMMITTEE AS AESTHETIC. THE ASSOCIATION MAY REMOVE NONCONFORMING SIGNS UPON THREE (3) DAYS NOTICE TO THE OWNER, SUCH REMOVAL TO BE AT THE COST OF SAID OWNER.

G. MOBILE HOMES AND PREFABRICATED BUILDINGS. NO BUILDING, TRAILER, MOBILE HOMES, PREFABRICATED HOUSE (OTHER THAN ELEMENTS OF HOUSES WHICH ARE PREFABRICATED AND APPROVED BY THE ARCHITECTURAL CONTROL COMMITTEE), GARAGE, BASEMENT, TENT, OUTBUILDING OR BUILDING IN THE COURSE OF CONSTRUCTION SHALL BE USED TEMPORARILY OR PERMANENTLY AS A RESIDENCE ON ANY LOT.

H. NO STORAGE. NO LUMBER, METALS, BULK MATERIALS, REFUSE OR TRASH SHALL BE KEPT, STORED, OR ALLOWED TO ACCUMULATE ON ANY LOT OR ON THE COMMON AREAS, EXCEPT THAT BUILDING MATERIALS MAY BE STORED ON A LOT DURING THE COURSE OF CONSTRUCTION OF ANY APPROVED STRUCTURE.

I. PIPES. NO WATER PIPE, GAS PIPE, SEWER PIPE OR DRAINAGE PIPE SHALL BE INSTALLED OR MAINTAINED ON ANY LOT ABOVE THE SURFACE OF THE GROUND, OTHER THAN SUMP PUMP PIPES AND WATER WELL PIPES, WHICH SHOULD NOT EXCEED A HEIGHT OF EIGHTEEN INCHES (18") ABOVE THE GROUND, EXCEPT GAS METERS.

J. SIGHT LINES. NO FENCE, WALL, HEDGE OR SHRUB PLANTING WHICH OBSTRUCTS SIGHT LINES AT ELEVATIONS BETWEEN TWO AND SIX FEET (2' - 6') ABOVE THE ROADWAYS SHALL BE PLACED OR PERMITTED TO REMAIN ON ANY CORNER LOT WITHIN THE TRIANGULAR AREA FORMED BY THE STREET PROPERTY LINES AND A LINE CONNECTING THEM AT A POINT TWENTY FEET (20') FROM THE INTERSECTION OF THE STREET LINES. IN THE CASE OF A ROUNDED PROPERTY CORNER, FROM THE INTERSECTION OF THE STREET LINES EXTENDED PAST THE CORNER), UNLESS WRITTEN APPROVAL OF THE ARCHITECTURAL CONTROL COMMITTEE IS OBTAINED, THE SAME SIGHT LINE RESTRICTIONS SHALL APPLY TO ANY LOT WITHIN TEN FEET (10') FROM THE INTERSECTION PROPERTY LINE WITH THE EDGE OF A DRIVEWAY OR ALLEY PAVEMENT. NO TREE SHALL BE PERMITTED TO REMAIN WITHIN SUCH DISTANCES OF SUCH INTERSECTIONS UNLESS THE FOLIAGE LINE IS MAINTAINED TO A SUFFICIENT HEIGHT TO AVOID OBSTRUCTION OF SUCH SIGHT LINES.

K. MOTOR VEHICLES. NO MOTOR VEHICLES OF ANY TYPE, OTHER THAN CONSTRUCTION OR MAINTENANCE VEHICLES AUTHORIZED BY THE ASSOCIATION, SHALL BE OPERATED ON ANY OF THE COMMON AREAS.

L. GARAGES. EACH DWELLING UNIT SHALL HAVE AN ENCLOSED GARAGE FOR AT LEAST TWO AUTOMOBILES AND GARAGE DOOR(S) WHICH FACE ON A STREET SHALL BE KEPT CLOSED AT ALL TIMES EXCEPT FOR PURPOSES OF ENTRY, EXIT OR MAINTENANCE.

M. NOXIOUS, DANGEROUS AND OFFENSIVE ACTIVITIES PROHIBITED. NO NOXIOUS, DANGEROUS, OFFENSIVE ACTIVITY OR LOUD MUSIC SHALL BE CARRIED ON OR PERMITTED, NOR SHALL ANYTHING BE DONE WHICH MAY BECOME AN ANNOYANCE OR NUISANCE TO THE NEIGHBORHOOD.

N. MODEL HOMES AND REAL ESTATE OFFICES. ALL EASE HEREIN NOTWITHSTANDING, ANY LOT OWNED BY DECLARANT OR PERSONS SO AUTHORIZED BY DECLARANT MAY BE USED FOR A MODEL HOME OR REAL ESTATE OFFICE UNTIL RESIDENCES HAVE BEEN CONSTRUCTED ON ALL LOTS.

O. OCCUPANCY OF RESIDENTIAL STRUCTURES. NO RESIDENTIAL STRUCTURES ON ANY LOT SHALL BE USED OR OCCUPIED BY MORE THAN A SINGLE FAMILY, ITS SERVANTS AND OCCASIONAL GUESTS.

P. LAUNDRY AND MACHINERY. NO CLOTHING OR ANY OTHER HOUSEHOLD FABRIC SHALL BE HUNG IN THE OPEN ON ANY LOT AND NO CLOTHESLINES OR SIMILAR DEVICES SHALL BE ALLOWED, NOR MACHINERY TO BE PLACED OR OPERATED UPON ANY LOT, EXCEPT SUCH MACHINERY AS IS USUAL IN THE MAINTENANCE OF A PRIVATE RESIDENCE, YARD OR GARDEN.

Q. NOISE. NO EXTERIOR HORNS, WHISTLES, BELLS OR OTHER SOUND DEVICES, WHICH MAY ANNOY NEIGHBORING OWNERS, EXCEPT DOORBELLS AND SECURITY DEVICES, SHALL BE PLACED OR USED ON ANY LOT, COMMON AREA OR IMPROVEMENT THEREON.

R. NO BUSINESS OR COMMERCIAL ACTIVITY. NO LOT SHALL BE USED AT ANY TIME FOR BUSINESS, COMMERCIAL OR PROFESSIONAL ACTIVITY, INCLUDING HOME CONSTRUCTION, EXCEPT THAT (A) DECLARANT AND THOSE DESIGNATED BY DECLARANT MAY USE ANY PORTION OF THE PROPERTY OWNED BY DECLARANT OR THOSE DESIGNATED BY DECLARANT IN CONNECTION WITH REAL ESTATE SALES EFFORTS AND (B) THOSE USES APPROVED BY DECLARANT.

S. DAMAGE OR DESTRUCTION OF IMPROVEMENTS. IN THE EVENT OF COMPLETE OR PARTIAL DAMAGE OR DESTRUCTION OF ANY IMPROVEMENTS ON A LOT FOR ANY REASON WHATSOEVER, THE OWNER OF SUCH LOT SHALL PROMPTLY PROCEED TO REPAIR AND REPLACE SUCH IMPROVEMENTS, SUBJECT TO APPROVAL OF THE ARCHITECTURAL CONTROL COMMITTEE, AS THOUGH SUCH REPAIR OR REPLACEMENT INVOLVED CONSTRUCTION OF AN ORIGINAL STRUCTURE, OR THE LOT OWNER SHALL PROMPTLY PROCEED TO RAZE THE IMPROVEMENT TO AND MAKE THE LOT FORMERLY OCCUPIED BY SUCH IMPROVEMENT IN A MANNER APPROVED IN WRITING BY THE ARCHITECTURAL CONTROL COMMITTEE.

T. RESTRICTIONS NOT EXCLUSIVE. THE RESTRICTIONS CONTAINED IN THIS DECLARATION SHALL NOT BE TAKEN AS PERMITTING ANY ACTION OR THING PROHIBITED BY APPLICABLE ZONING LAWS OR THE LAWS, RULES OR REGULATIONS OF ANY GOVERNMENTAL AUTHORITY OR BY SPECIFIC RESTRICTIONS IMPOSED BY ANY DEED OR LEASE. IN THE EVENT OF ANY CONFLICT, THE MOST RESTRICTIVE PROVISIONS OF SUCH LAWS, RULES, REGULATIONS, DEEDS, LEASES OR THIS DECLARATION SHALL BE TAKEN TO GOVERN AND CONTROL.

U. SOLAR PANELS. NO SOLAR PANELS OR SIMILAR ITEMS MAY BE INSTALLED UPON ANY LOT, OR UPON ANY IMPROVEMENT ON ANY LOT, WITHOUT THE PRIOR APPROVAL OF THE ARCHITECTURAL CONTROL COMMITTEE.

V. BASKETBALL BACKBOARDS. BASKETBALL BACKBOARDS AND GOALS SHALL BE INSTALLED CONSISTENT WITH GOOD TASTE AND ANY STANDARDS ADOPTED FROM TIME TO TIME BY THE ARCHITECTURAL CONTROL COMMITTEE. BASKETBALL BACKBOARDS AND GOALS SHALL NOT BE INSTALLED ON PUBLIC RIGHT-OF-WAY OR EASEMENTS.

W. SATELLITE DISHES. SATELLITE DISHES MAY BE INSTALLED CONSISTENT WITH GOOD TASTE AND STANDARDS ADOPTED FROM TIME TO TIME BY THE ARCHITECTURAL CONTROL COMMITTEE. SATELLITE DISHES SHALL NOT BE INSTALLED ON PUBLIC RIGHT-OF-WAY OR EASEMENTS.

X. LANDSCAPE EASEMENT. DECLARANT HEREBY RESERVES THE RIGHT AND EASEMENT, IN ITS SOLE DISCRETION AND AT ITS OWN EXPENSE, TO CONSTRUCT OR INSTALL (WHETHER BEFORE OR AFTER TRANSFER OF TITLE TO OWNERS) ENTRANCE TREATMENTS, LANDSCAPE, FENCES AND/OR WALLS, OF DECLARANT'S OWN CHOICE, TYPE AND DESIGN, AT THE ENTRY OF THE DEVELOPMENT. THE ASSOCIATION IS HEREBY GRANTED A PERPETUAL NONEXCLUSIVE EASEMENT TO ENTER UPON ANY LANDSCAPE EASEMENT ON WHICH THERE IS SITUATED AN ENTRANCE TREATMENT, LANDSCAPE, FENCE OR WALL INSTALLED OR ERECTED BY DECLARANT AND TO MAINTAIN, IMPROVE, REPAIR AND/OR REPLACE THE SAME.

Y. INTERIOR FENCES OR WALLS. PERIMETER FENCES SITUATED ALONG THE SIDES AND REAR LOT LINES SHALL COMPLY WITH THE FOLLOWING: (A) DECORATIVE FENCES OR WALLS SHALL BE PERMITTED ON THAT PORTION OF ANY LOT USED IN THE ARCHITECTURE AND CONSTRUCTION OF THE DWELLING SITUATED ON THE LOT. SCREENING FENCES AND BATTERS MAY BE ERECTED UP TO SIX FEET (6') IN HEIGHT, BUT MUST BE AN EXTENSION OF THE HOUSE STRUCTURE AND NOT LOCATED ON THE LOT LINE. (B) NOTWITHSTANDING THE FOREGOING OR ANYTHING CONTAINED HEREIN TO THE CONTRARY, PERIMETER FENCING SHALL BE ALONG AND PARALLEL TO THE COMMON BOUNDARY OF ALL LOTS WITHIN A PARTICULAR SUBDIVISION OF THIS AREA AND SHALL BE CONSISTENT IN DESIGN, MATERIAL, SHAPE AND HEIGHT AND APPROVED BY THE ARCHITECTURAL CONTROL COMMITTEE.

SECTION V. MISCELLANEOUS PROVISIONS

1. DURATION OF DECLARATION. ALL PROVISIONS CONTAINED IN THIS DECLARATION SHALL RUN WITH AND BIND THE LAND FOR A TERM OF TWENTY (20) YEARS FROM THE DATE THIS DECLARATION IS RECORDED IN THE REGISTER OF DEEDS OFFICE FOR WAGONER COUNTY, OKLAHOMA; AFTER WHICH TIME IT SHALL AUTOMATICALLY BE EXTENDED FOR SUCCESSIVE PERIODS OF TEN (10) YEARS EACH, UNLESS AND UNTIL THIS SECTION IS AMENDED OR THIS DECLARATION IS REPEALED IN ACCORDANCE WITH SECTION V.2 HEREOF.

2. AMENDMENT OF DECLARATION. ANY PROVISION CONTAINED IN THIS DECLARATION MAY BE AMENDED OR REPEALED, OR ADDITIONAL PROVISIONS ADDED TO THIS DECLARATION BY THE RECORDING OF A WRITTEN INSTRUMENT OR INSTRUMENTS SPECIFYING THE AMENDMENT OR THE REPEAL, EXECUTED BY THE OWNERS AS SHOWN BY THE RECORDS IN THE OFFICE OF THE REGISTER OF DEEDS OF THE COUNTY OF WAGONER, OKLAHOMA, OF NOT LESS THAN A MAJORITY OF THE LOTS THEN SUBJECT TO THIS DECLARATION, AND THOSE LOTS YET TO BE DEVELOPED BY DECLARANT. ANY SUCH INSTRUMENT OR INSTRUMENTS SHALL REQUIRE THE WRITTEN CONSENT OF DECLARANT.

3. EFFECT OF PROVISIONS OF DECLARATION. EACH PROVISION OF THIS DECLARATION SHALL BE DEEMED INCORPORATED IN EACH DEED OR OTHER INSTRUMENT BY WHICH ANY RIGHT, TITLE OR INTEREST IN ANY OF THE PROPERTY IS GRANTED, DEVISED OR CONVEYED, WHETHER OR NOT SET FORTH OR REFERRED TO IN SUCH DEED OR OTHER INSTRUMENT, AND EACH OWNER SHALL BE BOUND BY THE TERMS OF THIS DECLARATION.

4. ENFORCEMENT AND REMEDIES. THE ASSOCIATION, DECLARANT OR ANY OWNER SHALL HAVE THE RIGHT TO ENFORCE BY ANY PROCEEDING, AT LAW OR IN EQUITY, ALL RESTRICTIONS, CONDITIONS, COVENANTS, RESERVATIONS, LIENS, COMPLIANCE EXPENDITURES AND CHARGES NOW OR HEREAFTER IMPOSED BY THE PROVISIONS OF THIS DECLARATION.

5. LIMITED LIABILITY. NEITHER DECLARANT, THE ASSOCIATION, THE BOARD, THE ARCHITECTURAL CONTROL COMMITTEE NOR ANY MEMBER, AGENT OR EMPLOYEE OF ANY OF THE SAME SHALL BE LIABLE TO ANY PARTY FOR ANY ACT OR FOR ANY FAILURE TO ACT WITH RESPECT TO ANY MATTER IF THE ACT OR FAILURE TO ACT WAS IN GOOD FAITH AND WITHOUT MALICE, AND SUCH DECLARANT, THE ASSOCIATION, THE BOARD, THE ARCHITECTURAL CONTROL COMMITTEE, AND ANY MEMBER, AGENT OR EMPLOYEE OF THE SAME, SHALL BE REIMBURSED BY THE ASSOCIATION FOR ANY COSTS AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEY FEES REASONABLY INCURRED BY THEM WITH THE PRIOR APPROVAL OF THE BOARD, WHICH APPROVAL SHALL NOT UNREASONABLY BE WITHHELD OR DELAYED AS A RESULT OF THREATENED OR PENDING LITIGATION IN WHICH THEY ARE OR MAY BE NAMED AS PARTIES.

6. SUCCESSORS AND ASSIGNS. EXCEPT AS OTHERWISE PROVIDED HEREIN, THIS DECLARATION SHALL BE BINDING UPON AND SHALL INURE TO THE BENEFIT OF DECLARANT, THE ASSOCIATION AND EACH OWNER AND THE HEIRS, EXECUTORS, ADMINISTRATORS, SUCCESSORS AND ASSIGNS OF EACH, DECLARANT SHALL HAVE THE RIGHT AND POWER TO ASSIGN AND DELEGATE TO THE ASSOCIATION, OR ANY SUCCESSOR OR SUCCESSORS THERETO, AT ANY TIME AND FROM TIME TO TIME, ALL OR ANY PART OF ANY OF THE RIGHTS, POWERS AND AUTHORITY CONTAINED IN THIS DECLARATION.

7. SEVERABILITY. INVALIDATION OF ANY RESTRICTION SET FORTH HEREIN, OR ANY PART THEREOF, BY AN ORDER, JUDGMENT, OR DECREE OF ANY COURT, OR OTHERWISE, SHALL NOT INVALIDATE OR AFFECT ANY OF THE OTHER RESTRICTIONS OR ANY PART THEREOF AS SET FORTH HEREIN, WHICH SHALL REMAIN IN FULL FORCE AND EFFECT.

8. CAPTIONS. THE CAPTIONS AND HEADINGS IN THIS DECLARATION ARE FOR CONVENIENCE ONLY AND SHALL NOT BE CONSIDERED IN CONSTRUING ANY PROVISIONS OF THIS DECLARATION.

9. NO WAIVER. FAILURE TO ENFORCE ANY PROVISIONS OF THIS DECLARATION SHALL NOT OPERATE AS A WAIVER OF ANY SUCH PROVISIONS OR OF ANY OTHER PROVISION OF THIS DECLARATION.

CERTIFICATE OF OWNERSHIP

IN WITNESS WHEREOF, ARMORY LLC, A LIMITED LIABILITY COMPANY, BEING THE SOLE OWNER OF EAGLE POINT II PLATTED HEREOF, HEREBY APPROVES THE FOREGOING DEED OF DEDICATION, AND COVENANTS THIS DAY OF March, 2006

ARMORY, LLC
AN OKLAHOMA LIMITED LIABILITY COMPANY
Dave Coculin
DAVE COCULIN - MANAGER

STATE OF OKLAHOMA } SS
COUNTY OF TULSA }

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS 17th DAY OF March, 2006, PERSONALLY APPEARED DAVE COCULIN, MANAGER OF ARMORY LLC, AN OKLAHOMA LIMITED LIABILITY COMPANY, TO ME KNOWN TO BE THE IDENTICAL PERSON WHO SUBSCRIBED THE NAME OF THE MAKER THEREOF TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME AS HIS FREE AND VOLUNTARY ACT AND DEED OF SUCH LIMITED LIABILITY COMPANY, FOR THE USES AND PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND SEAL THE DAY AND YEAR LAST ABOVE WRITTEN.

3-1-08
MY COMMISSION EXPIRES: March 17, 2008 NOTARY PUBLIC



CERTIFICATE OF SURVEY

I, KEVIN M. NEWLUN, A REGISTERED LAND SURVEYOR IN THE STATE OF OKLAHOMA, HEREBY CERTIFY THAT I HAVE CAREFULLY AND ACCURATELY SURVEYED AND PLATTED THE TRACT OF LAND DESCRIBED ABOVE, AND THAT SAID PLAT DESIGNATED HEREIN AS EAGLE POINT II, AN ADDITION TO WAGONER COUNTY, STATE OF OKLAHOMA, IS A TRUE AND CORRECT REPRESENTATION OF SAID SURVEY.

WITNESS MY HAND AND SEAL THIS 17th DAY OF March, 2006.

Kevin M. Newlun
KEVIN M. NEWLUN
OKLAHOMA REGISTERED LAND SURVEYOR #1289
BENCHMARK SURVEYING AND LAND SERVICES, INC.,
C.A. #2235, EXP. 6-30-06



STATE OF OKLAHOMA } SS
COUNTY OF TULSA }

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS 17th DAY OF March, 2006, PERSONALLY APPEARED KEVIN M. NEWLUN TO ME KNOWN TO BE THE IDENTICAL PERSON WHO EXECUTED THE WITHIN AND FOREGOING INSTRUMENT.

GIVEN UNDER MY HAND AND SEAL THE DAY AND YEAR LAST ABOVE WRITTEN.

11/17/2008
MY COMMISSION EXPIRES: 11/17/2008 NOTARY PUBLIC

NATALIA SHEAFFER
Notary Public - State of Oklahoma
License # 1289
Commission # 04010419
My Commission Expires Nov 17, 2008

CERTIFICATION OF THE OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY

I HEREBY CERTIFY THAT THE ABOVE NOTED SUBDIVISION, EAGLE POINT II, IS APPROVED FOR THE USE OF PUBLIC WATER SUPPLY AND FOR INDIVIDUAL SEPTIC TANKS.

DATED THIS 17th DAY OF March, 2006.

APPROVED

Christina
ENVIRONMENTAL SUPERVISOR OF THE OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY.



CERTIFICATE OF WAGONER COUNTY PLANNING COMMISSION

I, BRENDA ROBERTSON, DIRECTOR OF THE WAGONER COUNTY PLANNING COMMISSION, DO HEREBY NOW CERTIFY THAT THE PROPOSED SUBDIVISION, EAGLE POINT II, HAS BEEN PROCESSED THROUGH THE WAGONER COUNTY PLANNING COMMISSION WITH APPROVAL FOR ACCEPTANCE.

Brenda Robertson
BRENDA ROBERTSON, DIRECTOR OF THE WAGONER COUNTY PLANNING COMMISSION

CERTIFICATE OF WAGONER COUNTY BOARD OF COMMISSIONERS

I, JIM HARROVE, CHAIRMAN OF THE BOARD OF COMMISSIONERS OF THE WAGONER COUNTY BOARD OF COMMISSIONERS, DO HEREBY NOW APPROVE THE ACCEPTANCE OF EAGLE POINT II AS A SUBDIVISION OF WAGONER COUNTY.

Jim Harrove
JIM HARROVE, CHAIRMAN OF THE WAGONER COUNTY BOARD OF COMMISSIONERS

CERTIFICATE OF WAGONER COUNTY TREASURER

I, GLORIA MARSHALL, DO HEREBY NOW STATE THAT THE TAXES HAVE BEEN PAID FOR THE YEAR 2006 AND PRIOR YEARS FOR THOSE PROPERTIES HEREIN LISTED TO BE DESIGNATED AS EAGLE POINT II.

Gloria Marshall
GLORIA MARSHALL, WAGONER COUNTY TREASURER



CERTIFICATE OF WAGONER COUNTY CLERK

I, CAROLYN KUSLER, THE COUNTY CLERK OF WAGONER COUNTY, DO HEREBY NOW STATE THAT THE SUBDIVISION CALLED EAGLE POINT II HAS BEEN FILED INTO WAGONER COUNTY RECORDS.

Carolyn M. Kusler
CAROLYN KUSLER, WAGONER COUNTY CLERK



Certified True Copy
CAROLYN KUSLER, COUNTY CLERK
Wagoner County, Okla.
By *Sharon K. Stearns*
DEPUTY

Eagle Point II

March 13, 2006

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